

State of Rhode Island and Providence Plantations Contract Offer
RIVIP GENERATED BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7448174A5

Bid/RFP Title: CONSTRUCTION OF EAST MATUNUCK STATE BEACH FACILITY, DEM - ADDENDUM 5 (8 F

Opening Date & Time: 2/11/2011 1:45 PM

RIVIP Vendor ID #: 50709

Vendor Name: Stonhard Div. Of StonCor Group Inc.

Address: 1000 East Park Ave.
Maple Shade, NJ 08052
USA

Telephone: (800) 854-0310

Fax: (856) 321-7631

E-Mail: hwattai@stonhard.com

Contact Person: Heather Wattai

Title: Lead Project Coordinator

R.I. Foreign Corp #:

*****NOTICE TO VENDORS*****

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit www.sos.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3. AWARD DETERMINATION.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 - CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

Revised: 1/24/11

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 - CERTIFICATIONS AND DISCLOSURES
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS
Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. I understand and agree that I am required to continue to utilize the services of the E-Verify program for as long as I continue to do business with the State of Rhode Island. I further understand that my failure to continue to utilize the services of the E-Verify program will adversely affect my ability to continue to do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.
- Y 12. **NEW REQUIREMENT* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding one million (\$1,000,000) dollars, inclusive of all proposed alternates, are required to include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases." It is further understood that any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.

For further information, please see R.I. Gen. Laws § 37-2-18 and specific instructions at www.purchasing.ri.gov.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 - 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 - 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date 2/10/11

Nicole Hines
Contracts Administration Supervisor

Name and Title of company official signing offer

Print

State of Rhode Island and Providence Plantations
2/3/11

ADDENDUM NUMBER FIVE

RFQ # 7448174

**TITLE: CONSTRUCTION OF EAST MATUNUCK STATE
BEACH FACILITY, DEM**

Closing Date and Time: 2/11/11 at 1:45 PM

**Per the issuance of this ADDENDUM # 5
(8 pages, including this cover sheet), and 1 CD.**

The following change(s) are noted:

See attached.

☒ **Specification Change / Addition / Clarification**

ADDENDUM NUMBER FIVE

January 31, 2011

State of Rhode Island Department of Administration Division of Purchasing RFP# 7448174
CONSTRUCTION OF THE EAST MATUNUCK STATE BEACH FACILITY, DEM

ADDENDUM NUMBER FIVE:

This Addendum Number Five forms a part of the Contract Documents and shall supersede the Drawings, Project Manual, and Specifications when contradictions occur. It is intended that all work affected by the following provisions shall conform to the original Specifications and Drawings. This addendum shall be recognized by all concerned as an incorporated part or parts of the Contract Documents.

All bidders shall acknowledge receipt of the addendum in the bid form. Before submitting a bid, the Contractor shall assure himself that all changes and interpretations covered by the contents herein are thoroughly understood and that all addenda have been fully accounted for in the Base Bid price.

CHANGES TO THE DRAWINGS:

DRAWING A1.3 OVERALL PILE PLAN:

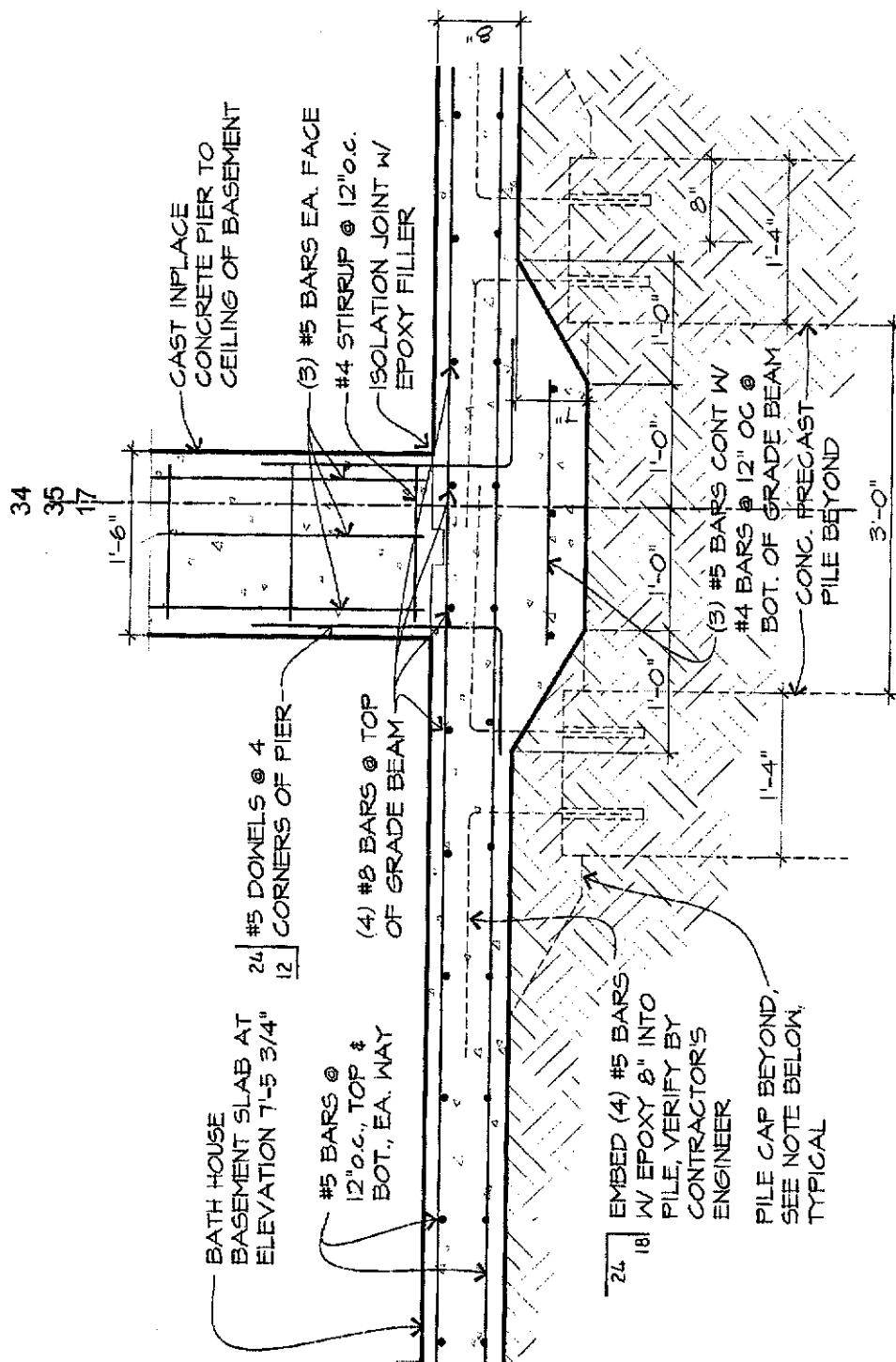
Revise the pile plan as shown on SK6 dated January 31, 2011.

Revise the "PILING SCHEDULE" as shown on SK8 dated January 31, 2011

DRAWING A2.6 BATHHOUSE BUILDING SECTIONS & DETAILS:

Add details shown on SK7 and SK9, both dated January 31, 2011

END OF ADDENDUM



GRADE BEAM

SCALE: 3/4" = 1'-0"

NOTE: GRADE BEAM RUNS FROM GRID F TO L ON GRIDS 34, 35, 17.

NOTE: CONTRACTORS STRUCTURAL FOUNDATION ENGINEER TO SHOW PILE CAP & REINFORCING ON THEIR STAMPED SIGNED PLAN AND CONFIRM PILE TOP REINFORCING DETAILS, TYPICAL.

BURGIN LAMBERT
ARCHITECTS

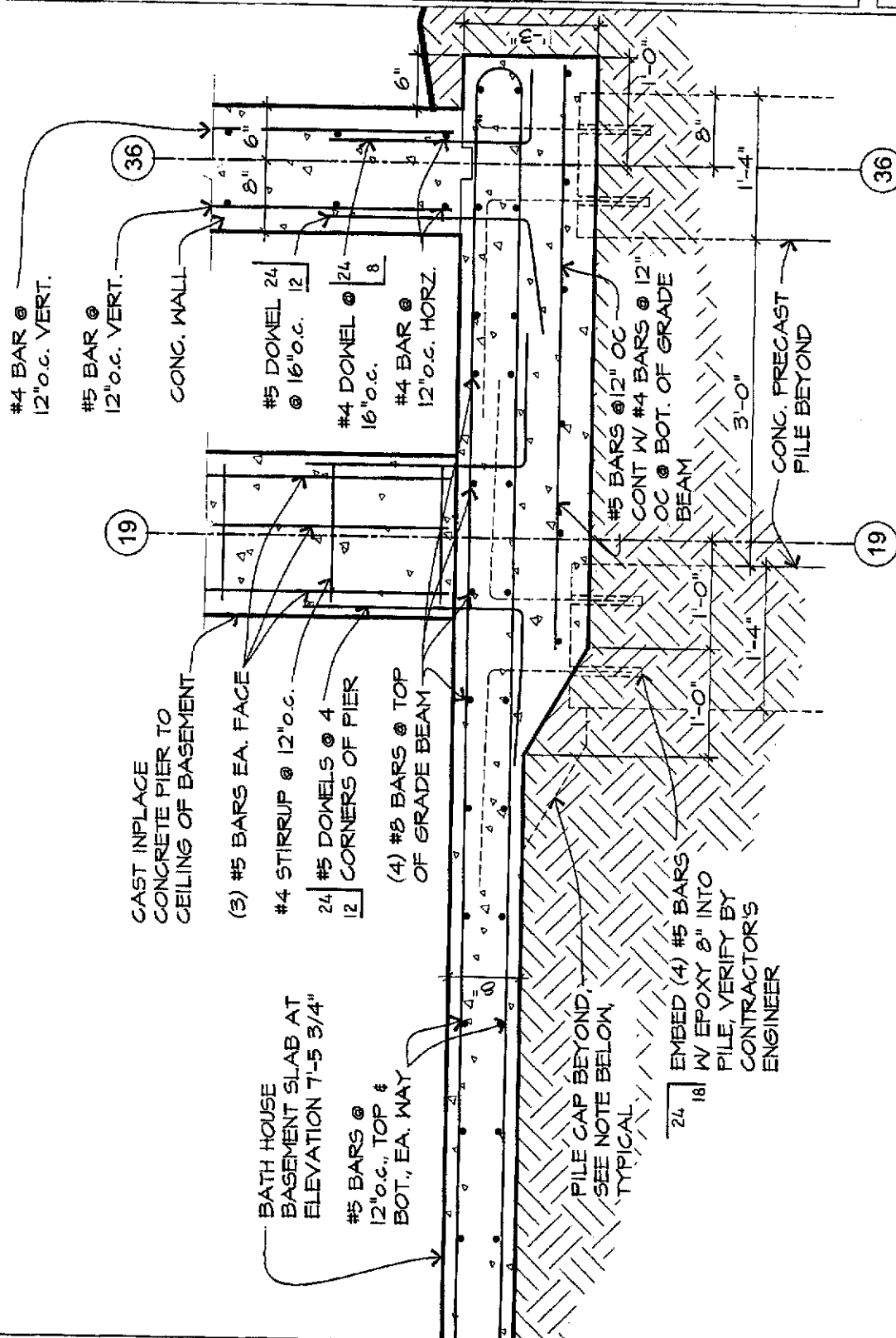
150 Bellevue Avenue
Newport, Rhode Island 02840
Tel: 401.847.3338
Fax: 401.847.3392
www.burginlambert.com

Ref Sheet:

A2.6

SK

7



GRADE BEAM AT LINE 19

SCALE: 3/4" = 1'-0"

NOTE: CONTRACTORS STRUCTURAL FOUNDATION ENGINEER TO SHOW PILE CAP & REINFORCING ON THEIR STAMPED SIGNED PLAN AND CONFIRM PILE TOP REINFORCING DETAILS, TYPICAL.

PROJECT: EAST MATUNUCK STATE BEACH

DATE: 1-31-2011

PILING SCHEDULE

MARK	SIZE	AXIAL LOAD	SHEAR AT TOP OF PILE	HORIZ. LOAD 5.5' DOWN FROM TOP OF PILE	DOWELS/PENETRATION	APPROX. PILE DEPTH BELOW GRADE
A	16"x16"	33K	5K	5K	SEE DETAILS	25'-0"
B	16"x16"	20K	-0-	5K		25'-0"
C	16"x16"	20K	3K	-0-		25'-0"
D	12"x12"	5K	-0-	-0-		15'-0"
E	12"x12"	20K	-0-	-0-		15'-0"
F	12"x12"	10K	2K	-0-		15'-0"
G	12"x12"	5K	1K	-0-		15'-0"
H	16"x16"	34K	5K	-0-		25'-0"
J	16"x16"	37K	3K	-0-		25'-0"
K	16"x16"	82K	3K	-0-		50'-0"
M	16"x16"	55K	3K	-0-		50'-0"

PILE TYPE 'M' ADDED IN ADDENDUM, PILE 'K' LENGTH CHANGED

BURGIN LAMBERT
ARCHITECTS

150 Bellevue Avenue
Newport, Rhode Island 02840
Tel: 401.847.3339
Fax: 401.847.3392
www.burginlambert.com

Ref Sheet:

A1.3

SK

8

CONSTRUCTION OF MATUNICK STATE BEACH FACILITY, SOUTH KINGSTOWN, RI BID # 7448174

Pre-BID meeting of 1/19/2011, 10:00 a.m.

ATTENDANCE

NAME	REPRESENTING	PHONE	FAX	E-MAIL
Peter Anderson	Anderson Construction	401-343-0130	401-343-0132	Peter@Anderson.com
Ben Chwalk	Gilbane	401-245-3708	401-456-5582	benchwalk@gilbane.com
Tim HETLAND	Howe Island Utility Assoc.	401-668-2204	401-668-2204	tim@hewlett.com
George H. Calcasini	Calson Const Corp	272-1100	272-0035	calsoncorp@aol.com
Daniel Szymanski	ME+C	849 0810	864 4169	daniel@northwestengineers.com
Al Mulley	Ironbust Group	490-3144	401 490 3145	SAID@ICGR.com
Chris Symmet	Beachview Bldg	914-3868	619-4895	chris@beachviewbuilding.com
Daniel Vallejos	Pezzo Const.	942-2244 x208	401-942-3536	daniel@pezzo.com
Lisa Hawless	RIDEM PD	222-2776 x4312	222-2069	lisa.hawless@DEM.RI.GOV
Bob Lambert	Bournebank	847-3339	847-3342	rlambert@bournebank.com
Joseph Dias	RTDEM	222-2776	222-2069	Joe.Dias@DEM.RI.GOV
Ray McGinn	PTDEM	222-2776	222-2069	James.McGinn@DEM.RI.GOV
DAN GOYETTE	Contractors Network	508-336-2825	508-336-2824	MFOC@AOL.COM
Tom Males	Mason Constr.	401-272-4930	401-751-7192	tmale@mac.com
Glen Ambore	Ambore Const. Corp.	401-681-4949	401-681-4950	gambore@ambore.com
John Milner	John Milner Pumping	401 692-2070		Scott.DEM@COX.NET
Roman D'Amico	HST Const	401-724-2600	728-6270	ada@HSTCONSTRUCTION.COM
Stephen Trabulce	Full City Construction	401-766-3100	401-766-8910	strabulce@full-city.com

CLOSING DATE AND TIME IS 2/11/2011 at 1:45 PM.

CONSTRUCTION OF MATUNICK STATE BEACH FACILITY, SOUTH KINGSTOWN, RI BID # 7448174

Pre-BID meeting of 1/19/2011, 10:00 a.m.

ATTENDANCE

NAME	REPRESENTING	PHONE	FAX	E-MAIL
Rick Amara	ALHAMBRA Bldg. Co	461-2090	785-9199	RAMARA@ALHAMBRABUILDINGCO.COM
Matthew Melchior	NORFOLK Bldg. Co	401-742-4214	789-0867	MELCHIOR@NORFOLKBLDG.CO
Joe Ducharme	CLIVUS New England	978-794-9400	978-794-9444	JDUCHARME@CLIVUSNE.COM
James Edwards	J.G. Edwards Const. Co.	401-683-9110	401-683-5288	jgedwards@verizon.net
Michael Baccare	ALCOA Steelworking	401-821-1050	401-823-9290	MB@401-942-0442
Tom Burner	Everman, Inc.	401-738-5400	401-732-9545	estimating@everman.com
SAU Coleyessa	Louise Construction	943-0110	944-4041	SAU@LOUISECONSTRUCTION.COM
Brian Boucard	HKS Const. Holdings	847-7350	547-7351	SBDMRN@HKS.COM
Stephen Falk	BAR, INC.	800-928-1925	800-928-7808	STEPHENF@BARINC.COM
DAU Kenney	ADS Construction	401-431-1228	401-431-0617	AKENNEY@ADSCONST.COM
Coleen Coletta	Coletta Contracting	401-727-1757	401-727-1755	JUSTINE@COLETTACONTRACTING.COM
Michael Ward	JJ Cardoso Inc.	401-435-6001	401-435-6102	INFO@JSCARDOSO.COM
Mark Anzalone	Pasquetti Bros. Inc.	401-865-7636	401-823-8233	MARK@PASQUETTI.COM

CLOSING DATE AND TIME IS 2/11/2011 at 1:45 PM.

East Matunuck State Beach
Burgin Lambert Architects, Inc.

East Matunuck State Beach
Succotash Road
South Kingstown, Rhode Island

STONHARD, DIVISION OF STONCOR GROUP, INC.

Name of Bidder

Address 1000 East Park Ave.

Address Maple Shade NJ 08052

BID PROPOSAL - GENERAL BIDS

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Environmental Management, Division of Planning and Development.

The undersigned proposes to furnish all labor and materials required for the **East Matunuck State Beach, Succotash Road, South Kingstown, RI**, in accordance with the accompanying Contract Documents, plans and specifications prepared by **Burgin Lambert Architects, Inc.**, 150 Bellevue Avenue, Newport, Rhode Island, for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered: 7448174A1 and dated: 1/5/11

This bid includes Addenda numbered: 7448174A2 and dated: 1/24/11

This bid includes Addenda numbered: 7448174A2 and dated: 1/26/11

This Bid includes Addenda numbered: 7448174A4 and dated: 2/1/11
7448174A5 2/3/11

B. BASE BID (Note, TOTAL BASE BID PRICE includes Owner Controlled Contingency amount)

The proposed Total Base Bid Price is:

Nineteen Thousand Nine Hundred Eighty Seven DOLLARS (\$ 19,987 -)
(Price in Words) (Numbers)

BASE BID BREAKDOWN:

PROVIDE A DETAILED BREAKDOWN FOR THE PROJECT BASED ON THE FOLLOWING CATAGORIES:

DESCRIPTION	PRICE
General Conditions	\$
Demolition	\$
Construction Waste Management	\$
Dewatering	\$
Earthwork	\$
Erosion Control	\$
Prestressed Concrete Piles	\$
Crushed Asphalt Aggregate	\$
Hot-Mixed Asphalt Paving	\$
Water Systems	\$

East Matunuck State Beach
Burgin Lambert Architects, Inc.

	<u>Septic Systems</u>	\$	
	<u>Site Improvements</u>	\$	
	<u>Transportable Composting Toilets</u>	\$	
	<u>Landscaping</u>	\$	
	<u>Concrete reinforcement</u>	\$	
	<u>Concrete General</u>	\$	
	<u>Metal Fabrications</u>	\$	
	<u>Pipe and Tube Railings</u>	\$	
	<u>Rough Carpentry</u>	\$	
	<u>Wood Decking</u>	\$	
	<u>Laminated Veneer Lumber</u>	\$	
	<u>Plybead</u>	\$	
	<u>Exterior Architectural Woodwork</u>	\$	
	<u>Cellular PVC Trim</u>	\$	
	<u>Decking</u>	\$	
	<u>Manufactured PVC Components</u>	\$	
	<u>Sheet Membrane Waterproofing</u>	\$	
	<u>Cedar Wall Shingles</u>	\$	
	<u>Flashing and Sheet Metal</u>	\$	
	<u>Sheet Metal Roofing</u>	\$	
	<u>Joint Sealants</u>	\$	
	<u>Flush Fiberglass Doors</u>	\$	
	<u>Watertight Doors</u>	\$	
	<u>Overhead Coiling Doors</u>	\$	
	<u>Coiling Storm Shutters</u>	\$	
	<u>Wood Windows</u>	\$	
	<u>Door Hardware</u>	\$	
	<u>Resilient Flooring</u>	\$	
	<u>Resinous Flooring</u>	\$ 19,987	
	<u>Wood Stains</u>	\$	
	<u>Toilet Compartments</u>	\$	
	<u>Louvers and Vents</u>	\$	
	<u>Sign</u>	\$	
	<u>Lockers</u>	\$	
	<u>Fire Extinguishers</u>	\$	
	<u>Toilet and Bath Accessories</u>	\$	
	<u>Coin operated Shower Control Devices</u>	\$	
	<u>Appliances</u>	\$	
	<u>Safe</u>	\$	
	<u>Lightning Protection</u>	\$	
	<u>Plumbing</u>	\$	

East Matunuck State Beach
Burgin Lambert Architects, Inc.

	<u>Clivus Composting Waste System</u>	<u>\$</u>	
	<u>Electrical</u>	<u>\$</u>	
	<u>Miscellaneous Uncategorized</u>	<u>\$</u>	
	<u>TOTAL OF BASE BID BREAKDOWN</u>	<u>\$</u>	
	<u>OWNER CONTROLLED CONTINGENCY</u>	<u>\$240,000</u>	
	<u>TOTAL BASE BID PRICE</u>	<u>\$ 19,987</u>	

C. ALTERNATES

For Alternate No. 1 Add \$ 0 OR Deduct \$ 0

For Alternate No. 2 Add \$ 0 OR Deduct \$ 0

For Alternate No. 3 Add \$ 0 OR Deduct \$ 0

For Alternate No. 4 Add \$ 0 OR Deduct \$ 0

Unit Price for Alternate No. 5 -Quantity 923 tons. Unit cost per ton \$ 0
Extended Cost for Alternate No. 5 \$ 0

For Alternate No. 6 Add \$ _____ OR Deduct \$ _____

For Alternate No. 7 Add \$ _____ OR Deduct \$ _____

For Alternate No. 8 Add \$ _____ OR Deduct \$ _____

D. BASE BID PRICE BREAKDOWN

The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:

Twenty Thousand Nine Hundred Eighty Seven DOLLARS
(Price in Words)

\$ 19,987.-
(Price in Numbers)

East Matunuck State Beach
Burgin Lambert Architects, Inc.

ITEM 2. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
<u>None</u>		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

TOTAL OF ITEM NO. 2 : None
(Price in Words)
\$ 0
(Price in Numbers)

E. QUALIFICATIONS OF SUBCONTRACTORS

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid.

The undersigned agrees that if selected as General Contractor, the bidder will promptly confer with the Chief Purchasing Agent on the question of Subcontractors. The Purchasing Agent shall reject as a Subcontractor and require a substitute for any Subcontractor listed above against whose qualifications and ability the Department of Environmental Management rejects.

F. LEGAL ORGANIZATION

The undersigned is a (an) Corporation (Individual-Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

G. QUALIFICATIONS TO PERFORM WORK

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

1. The undersigned has been in business as a General Contractor under present business name for 38 years.

East Matunuck State Beach
Burgin Lambert Architects, Inc.

2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price.

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1. <u>None</u>	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____

3. List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

PROJECT NAME	DATE	STATE AGENCY	CONTACT PERSON	PRICE
1. _____	_____	_____	_____	\$ _____
2. _____	_____	_____	_____	\$ _____
3. _____	_____	_____	_____	\$ _____
4. _____	_____	_____	_____	\$ _____
5. _____	_____	_____	_____	\$ _____

H. VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is/ is not (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management. If yes please explain.

East Matunuck State Beach
Burgin Lambert Architects, Inc.

I. REQUIREMENTS FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: _____

The undersigned acknowledges by signature below that the undersigned has read and understands the information to Bidders, the terms of which are hereby incorporated into this Proposal.

DATE:

BIDDER: STONHARD, DIVISION OF STONCOR GROUP, INC.

BY: Heather Wattai **Heather Wattai**
Signature Title
Lead Project Coordinator

BUSINESS ADDRESS:

1000 East Park Ave

Maple Shade NJ 08052

TELEPHONE NUMBER: 1-800-854-0310

FEIN NO. 54-0184790

END OF PROPOSAL

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, STONHARD, DIVISION OF STONCOR GROUP INC. 1000 E. PARK AVE
as Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY
as Surety, are held and firmly bound unto the State of Rhode Island, as Oblige, in the sum of
FIVE PERCENT OF AMOUNT BID dollars (\$ 5%), well
and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

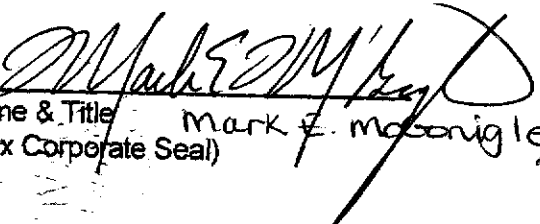
Whereas, the Principal has submitted a Bid for **East Matunuck State Beach. EPOXY FLOORING AT**
PAVILION

NOW, THEREFORE, if the State of Rhode of Island shall accept the bid of the Principal and the
Principal shall enter into a Contract with the State of Rhode Island in accordance with the terms of such bid,
and give such bond or bonds as may be specified in the bidding or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and
give such bond or bonds, if the Principal shall pay to the State of Rhode Island the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the State of
Rhode Island may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force.

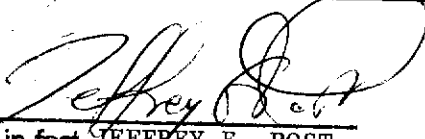
IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at
Providence, Rhode Island, this 9TH day of FEBRUARY 2011.

WITNESS:

(Principal) STONHARD, DIVISION OF STONCOR GROUP INC

By: 
Name & Title: Mark E. Macorrigle / Exec. V.P. - Finance
(Affix Corporate Seal)

(Surety) INTERNATIONAL FIDELITY INSURANCE COMPANY

By: 
Attorney-in-fact JEFFREY E. POST
(Affix Corporate Seal Here)

FEIN No.
(Attach Power of Attorney to this Bond)



International Fidelity Insurance Company

The INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, hereby guarantees the proposal of

STONHARD, DIVISION OF STONCOR GROUP INC
1000 EAST PARK AVE, MAPLE SHADE, NJ 08052

to STATE OF RHODE ISLAND

for EPOXY FLOORING AT EAST MATUNUCK PAVILION, EAST MATUNUCK STATE BEACH

and further guarantees that if the contract is awarded to the said

STONHARD, DIVISION OF STONCOR GROUP INC

that the said STONHARD, DIVISION OF STONCOR GROUP INC
will execute said contract within the period of time required after its delivery for that purpose;
and further guarantees that if the contract is so awarded to the said

STONHARD, DIVISION OF STONCOR GROUP INC

that it will become surety on bond guaranteeing the faithful performance of said contract.

In Witness Whereof, the said INTERNATIONAL FIDELITY INSURANCE COMPANY
has caused this agreement to be signed by proper officers and its corporate seal to be hereunto
affixed, this 9TH day of FEBRUARY, . 2011

INTERNATIONAL FIDELITY INSURANCE COMPANY

By

Attorney-in-Fact

JEFFREY E. POST

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2009

ASSETS

Bonds (Amortized Value)	\$55,044,308
Common Stocks (Market Value)	52,514,550
Mortgage Loans on Real Estate	183,000
Cash & Bank Deposits	100,651,263
Short Term Investments	33,926
Other Invested Assets	4,000,000
Unpaid Premiums & Assumed Balances	5,820,812
Reinsurance Recoverable from Reinsurers	385,409
Electronic Data Processing Equipment	227,201
Investment Income Due and Accrued	479,074
Current Federal & Foreign Income Tax Recoverable & Interest Thereon...	1,331,490
Net Deferred Tax Assets	5,100,000
Other Assets	2,151,913
TOTAL ASSETS	<u>\$227,922,945</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$19,061,512
Loss Adjustment Expenses	4,934,305
Contingent Commissions & Other Similar Charges	3,494,103
Other Expenses (Excluding Taxes, Licenses and Fees)	3,790,080
Taxes, Licenses & Fees (Excluding Federal Income Tax)	864,178
Unearned Premiums	30,125,567
Dividends Declared & Unpaid: Policyholders	484,708
Ceded Reinsurance Premiums Payable	2,340,573
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	73,268,661
Provisions for Reinsurance	4,173
Other Liabilities	3,816
TOTAL LIABILITIES	<u>\$138,372,707</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	71,675,639
Surplus as Regards Policyholders	\$89,550,239
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$227,922,946</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2009, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of February, 2010.

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JEFFREY E. POST, LISA A. POST

Medford, NJ.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

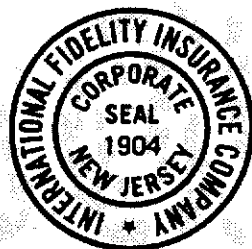
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



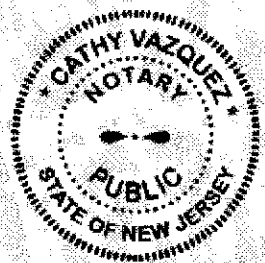
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

[Signature]
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9TH day of FEBRUARY, 2011

[Signature]
Assistant Secretary

STONHARD

1000 East Park Avenue
Maple Shade, NJ 08052
856/779-7500
FAX: 856/321-7631

Mr. Tom Burman
E.W. Burman Inc
33 Vermont Ave.
Warwick , RI 02888

Project Name: **East Matunuck Pavilion**

February 10, 2011

Re: Quote Number: **4052699**

Dear Mr. Tom Burman:

Thank you for the opportunity to work with you on the East Matunuck Pavilion project at East Matunuck Pavilion, 950 Succotash Road, West Kingston RI 02892 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
East Matunuck Pavilion Resinous Flooring	1,570 sq ft	STONCLAD GR COLOR TBD

Area Name: EAST MATUNUCK PAVILION RESINOUS FLOORING

Scope of Work (East Matunuck Pavilion Resinous Flooring):

- Mechanically prepare all accessible areas with the use of a Blastrac machine. This procedure removes all surface laitance, oil, grease and dirt from the substrate and provides a mechanical profile to enhance bonding.
- All drains or other openings will be covered to prevent debris from entering.
- All existing joints are honored by saw-cutting joints in the Stonhard overlayment. The joints are then filled with Stonflex MP7, a flexible urethane joint sealant.
- Standard Primer - A two-component, penetrating, moisture-tolerant, epoxy primer that provides a chemical and mechanical bond between the concrete substrate and the Stonclad overlayment.
- Stonclad GR - a four component, troweled 1/4" mortar consisting of bisphenol A epoxy resin, curing agent and select, graded aggregates blended with inorganic pigments and recycled glass.
- Stonflex MP7 - A two-component, traffic-grade, self-leveling, polyurethane sealant. It is noted for its exceptional bond strength, elasticity and self-leveling ability.
- Stonkote GS4 - A two-component, 100% solids, general service, epoxy coating. It is formulated to increase the abrasion and chemical resistance of the floor while improving the cleanability.

Conditions of Use (East Matunuck Pavilion Resinous Flooring):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 100% of the floor through normal operations on a daily basis.
- The floor is scrubbed and mopped with general purpose cleaner daily at a temperature of 70° F.
- The floor is subject to foot traffic only.

02/10/2011

E.W. Burman Inc, Quote 4052699

Page 2 of 5

Warranty (East Matunuck Pavilion Resinous Flooring):

- Stonhard warrants that the installed products will bond to the substrate and be free from defects in materials and workmanship for a period of 1 year from the date of completion, and that the warranty is void if the areas are exposed to other use, conditions and traffic.

Pricing (East Matunuck Pavilion Resinous Flooring):

- \$19,987.00 based on prevailing wage labor.

Pricing Assumes:

- General Contractor to accept and store material in a dry, heated area.
- General Contractor to unload material.
- General Contractor to provide proper temperature (60F-90F), lights, power (220v, or 440v, 60 amp, 3 phase), and a dumpster for trash removal.
- Price is based on one (1) phase/mobilization only. If additional phases and/or mobilizations are required, additional charges will be incurred.
- Proposal assumes prevailing wage labor.
- Area is to be free and clear of all trades and moveable equipment prior to Stonhard's arrival.
- Removal of existing floor will be a very dusty process. All equipment removal, replacement, and/or protection is the responsibility of the customer.
- Area to be free of all traffic and activity during the installation and for a twelve-hour period after it is completed.
- Price is based on floor being installed at a nominal 3/16" thickness.
- Finished floor will follow contour of existing substrate.
- Quoted pricing excludes any allowance for lost time caused by conditions beyond the control of Stonhard. Stonhard shall be reimbursed for lost time based on current rates at the time the lost time occurs.
- Floor will be mechanically prepared with the use of a Blastrac machine and other equipment- such as, scarifiers, grinders, scabblers, etc.
- Not responsible for damages caused by hydrostatic and/or osmotic pressure.
- Stonhard is not responsible for standing water unless the contract includes the entire floor area to be pitched to drain with a slope equal to or greater than 1/4" per linear foot. Liquids will not flow freely and will require assistance to drain properly on any floor area sloped less than 1/4" per linear foot.
- Our price does not include floor protection after the floor is installed and turned over to the customer.
- Once floor is installed, subsequent trades can cause significant damage to an unprotected floor. Therefore, we recommend you protect your new floor with one of the following: plywood, non-colored masonite over plastic sheeting, cardboard or corrugated plastic.

Pricing Includes:

- Pricing includes 1,570sf of Stonhard's Stonclad GR/Stonkote HT4/Texture 2 flooring system.

Exclusions:

- Pricing does not include demolition.
- Pricing does not include waterproofing.
- Pricing does not include pitching/leveling of substrate.
- Pricing does not include cove base.

Special Terms and Conditions:

02/10/2011

E.W. Burman Inc, Quote 4052699

Page 3 of 5

- Please note that the specification called out for both Stonkote GS4 and Stonkote HT4 as finish topcoats. This proposal includes the Stonkote HT4 which is the more chemically resistant of the two.
- In addition, the proposal called out for the specified flooring system to withstand thermal shock. Please note that the specified, proposed system will withstand thermal cycling, however, a urethane based system would be required to withstand the thermal shock.

General Terms & Conditions: The following terms and conditions are hereby made a part of this Agreement.

1. RESPONSIBILITIES OF STONHARD:

a. Stonhard has visually inspected the project site prior to the commencement of work and agrees to the contract work based on the existing nature of the project site as it appears and is represented by the Customer. In the event that concealed conditions are revealed which would materially change the nature of the contract work, Stonhard is entitled to cease work until such time as the contract sum has been adjusted equitably to compensate for such change.

b. Stonhard shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. In no event shall Stonhard be responsible for any unclean conditions caused by others.

c. Upon request by the Customer, Stonhard will furnish certificates of Workman's Compensation Insurance and Liability Insurance.

d. Stonhard shall make all necessary arrangements to have any excess Stonhard products picked up after completion of the contract work.

2. RESPONSIBILITIES OF CUSTOMER:

a. Customer has conducted an investigation of the project site prior to the commencement of work and represents that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the contract work.

b. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic materials and other products stored at or near the project site to prevent any contamination or spoilage that may occur and shall make the project site available for Stonhard at the agreed upon date and time in which the contract work is to commence.

c. Customer shall provide Stonhard, at no charge, all necessary utility services required for the proper execution of the contract work. The Customer shall further provide Stonhard with a dumpster or other reasonable alternative in which Stonhard may dispose of its waste and rubbish.

d. Customer shall provide and maintain a minimum continuous temperature of 60 degrees Fahrenheit at the floor level of the project site and provide a similarly suitable warm and dry area for storage of Stonhard's products and equipment during the course of the work.

e. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Stonhard has commenced performance of its work.

f. Customer, upon completion of work by Stonhard, shall protect Stonhard's work from damage caused by the Customer, their workmen or subsequent contractors.

3. PAYMENTS:

a. Payment of Invoices - All invoices are due Net 30 Days from Invoice Date.

b. Cancellation Charges - Any cancellation of a confirmed order will result in a cancellation fee of not less than 15% of the contract amount. Payment terms will be due Net 10 Days after receiving written notice of cancellation. If written notification is not given to Stonhard at least seven (7) days prior to commencement of work, Stonhard will be entitled to an additional re-scheduling fee of not less than 10% of the contract amount.

02/10/2011

E.W. Burman Inc, Quote 4052699

Page 4 of 5

4. **LIMITATION OF LIABILITIES:** The parties acknowledge that in the event repairs need to be performed to the contract work, Stonhard's liability shall be limited to furnishing the labor and the materials necessary to reinstall the defective areas. Unless otherwise agreed in writing signed by an authorized agent of Stonhard, Stonhard's obligation to furnish the labor and materials necessary to reinstall the defective areas shall terminate one (1) year after the completion of the original contract work. Stonhard shall not be liable for damages to the contract work resulting from ordinary wear and tear, gouging, impact, failure of the Customer to protect the work as outlined in Section 2.f, the occurrence of reverse impact or the effects of osmotic or hydrostatic pressure or moisture vapor transmission. The parties further acknowledge that Stonhard shall not be responsible for any consequential or incidental damages resulting from any breach of warranty.

5. **EFFECT OF DEFAULT:** In the event of a default by the Customer of any of the covenants or conditions of this Agreement, Stonhard shall be entitled to the following remedies to all other rights and remedies afforded by law:

a. **Right to Stop Work** - Stonhard shall have the right to stop work if any payments due are not made as provided under this Agreement.

b. **Cost of Performance** - If Stonhard is entitled to stop work as outlined in subparagraph (a) above, it shall have the right to bill the Customer for the work rendered up to the date of the stoppage and for materials shipped to the project site.

c. **Additional Work** - Any additional costs to Stonhard resulting from failure of the Customer to provide site conditions as outlined in Sections 2.a, 2.b, 2.c, 2.d, 2.e and 2.f shall be paid by the Customer.

d. **Interest on Unpaid Balances** - In the event any payments due hereunder become in default, Customer agrees that any and all such sums shall accrue Interest at the rate of twelve percent (12%) per annum.

e. **Attorney's Fees** - If Stonhard is required to initiate legal action to collect any amounts due and owing or to foreclose on any liens filed on the work, such costs and fees that Stonhard may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts.

6. **GOVERNING CLAUSE:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire Agreement between the parties and the parties acknowledge that there are no other verbal or written Agreements, understandings or customs affecting the Agreement.

8. **AUTHORIZED AGENCY:** All contracts and purchase orders must be signed by an authorized agent of Stonhard. This may be accomplished through a Division Office or Corporate Headquarters. No other parties engaging in such contracts or purchase orders will be acting as an agent for Stonhard.

9. Quote valid for 90 days.

02/10/2011

E.W. Burman Inc, Quote 4052699

Page 5 of 5

Pricing Summary

- Lump Sum price to install project would be \$19,987.00 based on Prevailing Wage _____ labor.

Thank you for the opportunity to present you with this Stonhard proposal. If this proposal meets with your approval please initial the appropriate line(s) above, sign below and fax to my attention. Or if you prefer to utilize your own Purchase Order, please reference Quote #4052699 and send a copy to my attention at the above address.

If you have any questions, please contact me at 1000 East Park Avenue Maple Shade NJ 08052 856/779-7500 Fax: 856/321-7631 or on my cell phone at 413-495-2269. I look forward to working with you on this upcoming project.

Sincerely,
Stonhard, Division of StonCor Group, Inc.



Sean Szczygiel
Territory Manager

Accepted By:

STONHARD, Division of StonCor Group, Inc.
Carl Vose, Area Manager

Mr. Tom Burman

02/10/2011

GENERAL INSTALLATION REQUIREMENTS FOR STONHARD FLOOR PRODUCTS

ENSURING A PROPER INSTALLATION

BEFORE APPLICATION of Stonhard products, the area to be surfaced must be clean, dry, structurally sound and warm (i.e., at least 60°F/16°C). To ensure optimal performance characteristics from our products, follow the installation requirements listed herein.

SURFACE PREPARATION

START WITH A CLEAN SURFACE. Our professional installers remove all wax, grease, oils, fats, soil and other foreign materials. This is accomplished by mechanically preparing the surface using a portable Blastrac unit.

SOUND SURFACES BOND BEST. Any unbonded cement particles or other loose materials are removed before application of Stonhard products. Other coatings will be removed if necessary. This is accomplished with mechanical equipment such as a Blastrac, scarifiers, scabblers, and/or sand-blasting or chipping hammers.

All remaining dust and debris must be removed by vacuuming the surface thoroughly.

THE SURFACE MUST BE WARM. The temperature of the surface during the application of Stonhard products must be maintained between 60 to 85°F/16 to 30°C.

PRIMING

For all installations where primer is required, ensure that the substrate has been properly prepared. Apply the Primer according to the appropriate primer installation instructions.

OVERLAYMENT

After priming, the Stonhard surfacer is applied to follow the contour of the existing substrate.

CURING AGENTS

The new Stonhard overlayment will reach full curing characteristics after approximately 72 hours at ambient temperatures of 70 to 77°F/21 to 25°C.

HOW YOU CAN HELP

To provide you with the best performance from our products and installation, we ask that you take the following steps:

1. When Stonhard products are received, please store them indoors. The temperature of the area containing the products should be maintained between 60 to 85°F/16 to 30°C.
2. The temperature of the room in which the installation will take place should be maintained between 60 to 85°F/16 to 30°C. This allows for proper working of material by the installer and is the recommended temperature for optimum curing of the floor.
3. It is essential to keep moisture from contacting any Stonhard products during installation. Therefore, any water leaks, such as water from pipes, refrigeration or ice machines should be eliminated before the installation begins.
4. Water and electrical outlets should be adjacent to, if not included in, the installation area.
5. Adequate lighting and ventilation should be available.
6. Since the height of the floor is being changed, it will be necessary to make sure any doors in the involved area are raised accordingly.
7. As is the case when any chemicals are being used, all food products should be removed from the area during floor preparation and the new floor installation period.
8. All stored materials and movable equipment should be removed from the installation to provide easy accessibility to all parts of the floor for application of Stonhard products.
9. Follow Stonhard's recommended cleaning procedures for newly installed Stonhard floors.

STONHARD

CONTRACT QUESTIONNAIRE

Reviewed January 2011

GENERAL INFORMATION

Address:	Stonhard, Division of StonCor Group, Inc. (Corporate Headquarters) 1000 East Park Avenue PO Box 308 Maple Shade, NJ 08052 Tel: 856-779-7500 or 800-257-7953 Fax: 856-321-7510 or 856-321-7522 Telex: TWX710-892-0769
Remit-To Address:	Stonhard, Division of StonCor Group, Inc. PO Box 931947 Cleveland, OH 44193 <i>Carrier Delivery:</i> PNC Bank Lockbox 931947 4100 West 150 th Street Cleveland, OH 44135-1304 <i>Wire Transfer:</i> Stonhard, Division of StonCor Group, Inc. c/o PNC Bank ABA Number 043000096 Account Number 1130820482
Parent Company:	RPM International Inc. 2628 Pearl Road, PO Box 777 Medina, OH 44256 Tel: 330-273-5090 Fax: 330-225-8743 330-225-6574 (Legal Dept.)
Type of Business:	Corporation
Standard Industrial (S.I.C.) #:	2851
NAICS #:	325510
CAGE/NCAGE CODE #	52287
Federal Tax I.D. #:	56-0184790
Stock Traded NY Stock Exchange:	RPM
# Years of Operation:	Since 1922 (89 years)
# Years in business under present name:	Since 1973 (38 years)
# Years in business as Contractor:	Since 1973 (38 years)
# Years under present management:	Since October 26, 1993 with RPM International Inc.; 31 years with Stonhard managers
# Years in present address:	Since 1966 (45 years)
Date established / founded:	1922
Date of Incorporation:	May 29, 1931
State of Incorporation:	Delaware, Charter No. 0299920
Is vendor a wholly owned subsidiary?	Yes; RPM International Inc.
Name of owner(s) - (Stockholders holding over 20%)	Stonhard is a wholly owned subsidiary of RPM International Inc.
Contact the following for:	Order placement: Sales Administrator Order delivery: Sales Administrator Material Claims Dept.: N/A Pricing Info.: Salesman Invoice Matters: Sales Administrator Engineering Matters: Salesman Sales Matters: Salesman Insurance: Sales Administrator

List of major equipment owned:	Pick-up trucks, Straight trucks Blastrac machines, Scarifier machines Power trowels
Is your construction equipment owned?	Yes
List states you are qualified to perform work in:	All Countries
Bidding Limits:	Maximum: Unlimited Minimum: \$2,000.00
List categories of work you are qualified to perform with your own personnel:	High performance polymer floors, wall systems Coatings & Linings
List categories of work you normally subcontract to others:	Sandblasting Concrete preparation Demolition Union labor Rubbish Removal (01610)
What job type will your company perform?	Institutional Industrial Hospital Educational Process / Power Plant Commercial
Indicate % of work executed by agreement type:	Lump Sum Price (firm price)..... 90% Time & Material basis 1% Others 9%
Primary Interest:	Specialty Contractor (epoxy flooring, coatings & linings) Subcontractor Material Supplier Manufacturer
Percentage of total annual work performed in:	General Manufacturing..... 29% Food 16% Pharmaceutical..... 19% Chemical/Petrochemical 4.3% Electronics 3% Federal Government.....4% Commercial..... 24.6%
Type of Work:	Manufacture and install high performance polymer flooring, coatings, linings, wall systems and construction products Seamless epoxy flooring
Brief History of Stonhard:	Stonhard is a global company that has been in business since 1931. Our main trade is manufacturing and installing seamless, polymer floorings and linings. The majority of these projects are completed in three to five days. We are currently installing these systems at the rate of more than five million square feet per month.
List the trade numbers normally performed by your own forces:	09035 (Epoxy Flooring) 09070 (Seamless Wall Covering) 09700 (Special Flooring) 09780 (Floor Treatment) 09800 (Special Coatings)
% of major construction and other equipment used in performing field work:	80% owned by firm 20% rented for duration of contract

STONHARD OFFICES / FACILITIES

Stonhard Offices:	Maple Shade, New Jersey (Headquarters) Whitby, Ontario Brussels, Belgium Monterrey, Mexico Shanghai, China
Manufacturing Facilities:	Maple Shade, New Jersey Fort Wayne, Indiana Alghero-Sardinia, Italy Buenos Aires, Argentina Dubai, U.A.E. Johannesburg, South Africa
Divisional Sales & Distribution Offices:	Maple Shade, New Jersey 1000 East Park Avenue Maple Shade, NJ 08052 800-854-0310 and 856-779-7500 Atlanta, Georgia 2849 Paces Ferry Road, Suite 240 Atlanta, GA 30339 800-854-0320 and 770-437-3440

STONHARD MANAGEMENT
(Including Years with Company)

Chairman	Frank Sullivan	9 yrs. (Since 2002)
President, StonCor	Dave Reif	27 yrs. (Since 1985)
President, Stonhard	Marshall Liverman	23 yrs. (Since 1988)
Vice-President, U.S. Sales	Scott Kranick	27 yrs. (Since 1984)
Vice-President, Construction Management Group	Richard Neill	28 yrs. (Since 1983)
Secretary	Edward W. Moore	4 yrs. (Since 2007)
Treasurer, Executive Vice President Finance/CFO	Mark McGonigle	24 yrs. (Since 1987)
Executive Vice-President, Marketing/International	Margaret R. Fynan	28 yrs. (Since 1983)
Vice President, Finance/Controller	Greg Michael	16 yrs. (Since 1995)
Vice President, Information Technology	Paul Patti	23 yrs. (Since 1988)
Vice President, Operations	Tom Haughey	22 yrs. (Since 1989)
Vice President, Product Development	Michael Jewell	25 yrs. (Since 1986)
Vice-President, Research & Development	Fred Gelfant	21 yrs. (Since 1990)
Chief Technical Officer	Fred A. Pfaff	26 yrs. (Since 1985)
Director, Applications Development	Tony Abatto	16 yrs. (Since 1995)
Director, Business Development Group	John Walsh	17 yrs. (Since 1994)
Director, Corporate Administration	Stephanie Truran	21 yrs. (Since 1990)
Director, Corporate Compliance	Tom Carpenter	17 yrs. (Since 1994)
Director, Environmental & Regulatory Affairs	Lee Bowers	13 yrs. (Since 1998)
Director, Government Solutions Program	Don Sampson	40 yrs. (Since 1981)
Director, Linings Group	Mark Magda	21 yrs. (Since 1990)
Director, Manufacturing and Facilities	Ollie Underwood	22 yrs. (Since 1989)
Director, Sales Force Development	Michael Galie	35 yrs. (Since 1976)
Director, Strategic Growth	Dan Kiernan	22 yrs. (Since 1989)
Director, Technical Services	Jeff Beam	24 yrs. (Since 1987)
Manager, Marketing	Kendall Ellis	12 yrs. (Since 1999)

STONHARD CREDIT REFERENCES

Champion Container 180 Essex Avenue Avenel, NJ 07001 Telephone: 800-700-5900 Fax: 732-636-0898 <i>(Request must be faxed to the Attention of Jack)</i>	Hughes Enterprises 2 Industrial Drive Trenton, NJ 08619 Contact: Natalie Maiuri Telephone: 609-586-7200 Fax: 609-586-2676 <i>(Request must be faxed to the Attention of Carol)</i>
Brenntag 81 W Huller Lane Reading, PA 19605 Telephone: 610-926-4151	Quaker City Chemicals, Inc. 7360 Milnor Street Philadelphia, PA 19136 Telephone: 215-333-2000

FINANCIAL INFORMATION - Based on U.S. Sales
(Numbers based on Fiscal Year - June 1st - May 31st)

Annual Sales: (Five Years)	2010: \$173,528,258 2009: \$163,364,973 2008: \$172,185,315 2007: \$153,797,410 2006: \$145,662,474 2005: \$143,647,716
Dollar value of 3 largest single contracts in last 3 years:	\$8,608,169 USAMRIID \$5,896,677 Global Foundries \$2,286,982 Stanford Institute of Medicine
Pending Bids:	In the United States, Stonhard bids approximately \$37,000,000 worth of work per month
Preferred job cost range:	Minimum \$5,000/project
Bank Reference:	PNC Bank 1900 East Ninth Street Mail Code B7-YB13-08-2 Cleveland, OH 44114 Tel: 216-222-9237 Fax: 216-222-9333 <i>(See Note Below)</i>
PLEASE NOTE: Requests for credit reference should be FAXED to the above fax number on official letterhead and reference our deposit account #1130820482. The correct name to be referenced is StonCor Group, Inc.	

FINANCIAL INFORMATION - Based on U.S. Sales

Amount of bank line credit:	Our financing is provided by our parent company, RPM International Inc.
Type of bank account:	Corporate Account
EFT Instructions:	Account name: StonCor Group, Inc. ABA#: 043000096 Acct#: 1130820482 For international wires: Swift Code: NATCUS33XXX
Accountant (RPM International Inc.):	Ernst & Young, LLP 925 Euclid Avenue, Suite 1300 Cleveland, OH 44115-1476 Phone: 216-583-4624

FINANCIAL STATEMENT INFORMATION - Based on U.S. Sales
(Numbers based on Fiscal Year - June 1st - May 31st)

Date of last balance sheet / financial statement:	5/31/10
Current Assets:	\$125,580,183
Net PP&E:	\$8,637,316
Intangible Assets Net & Other LT Assets:	\$1,758,142
Total Assets:	\$237,648,346
Current Liabilities:	\$31,194,535
Long Term Liabilities:	\$2,128,200
Total Liabilities:	\$33,322,735
Total Shareholder's Equity (As of May 31, 2010):	\$204,325,611
Total Value of PP&E at Cost:	\$23,905,331
WC / NW Ratio:	0.46 \$94,385,648/\$204,325,611
Are you rated with Dun & Bradstreet?	Yes
Dun & Bradstreet (D&B) Rating:	1R3
Dun & Bradstreet #:	003218484

INSURANCE INFORMATION

Insurance Company:	Marsh USA, Inc. 200 Public Square Suite 1100 Cleveland, OH 44114-1824 Contact: Ms. Betsy Measer Phone: 216-937-1534
Insurance Company Since:	October 26, 1993
Insurance Carrier:	General Liability: First Continental Services Co. Automobile Liability: Zurich American Insurance Co. Worker's Comp: (All other states): American Zurich Insurance Co. (HI, ID, WI): Zurich American Insurance Co. Excess/Umbrella Liability: National Union Fire Ins. Co. Pittsburgh PA
General Liabilities:	\$1,000,000 Occurrence \$3,000,000 General Aggregate \$9,000,000 Products -- Comp/OP Agg \$1,000,000 Personal & Adv Injury \$1,000,000 Fire Damage \$1,000 Medical Expense
Auto Insurance:	\$2,000,000 Combined Single Limit
Workman Compensation:	Statutory
Excess Coverage / Umbrella:	\$5,000,000 Occurrence \$5,000,000 Aggregate
Professional Liability:	N/A
Are you self-insured for Worker's Compensation Insurance?	No
Worker's Compensation Renewal Date (also known as EMR Anniversary Date):	April 1
Have you performed work under "Wrap-Up" Owner Controlled Insurance Programs (OCIP)?	Yes

EMR INFORMATION

Employment Modification Rate (EMR) Rating:	Interstate: 2011/12: Available approximately 4/1/11 2010/11: 0.89 2009/10: 0.78 2008/09: 0.75 2007/08: 0.80 2006/07: 0.82 *Ratings are based on RPM International Inc.
EMR Anniversary Date:	April 1 st

BONDING INFORMATION

Bonding Company (Agent):	Edward J. Post Company 20 Golfview Drive PO Box 1477 Medford, NJ 08055 Agent: Mr. Jeff Post Tel: 609-953-2663 Fax: 609-953-9334
Surety Company:	International Fidelity Insurance Company C/O Edward J. Post Co., Inc. 20 Golfview Drive PO Box 1477 Medford, NJ 08055 jcpost232@aol.com
Bonding Capacity:	\$15,000,000 (single) \$50,000,000 (aggregate)
Bonding Rate:	\$13.50 per thousand
# years with Bonding Company (agent):	24 years
Best key rating of surety:	A

SAFETY INFORMATION

Do you have the following written programs, policies, and procedures?	Safetyyes Hazard Communicationyes Drug / Alcoholyes Orientationyes Respiratoryyes Disciplineyes Accident Investigationyes OSHA Inspectionyes Restrictive workyes Quality Assuranceyes Light Duty / Restricted Work Policyyes Hearing Conservationyes Personal Protective Equipment (PPE)yes Lockout / tag outyes Assured equipment groundingno Confined Space Entryyes
Do you have a documented ES&H policy and program?	Yes
Do you do formal safety training? How often?	Yes; yearly
Are MSDS provided for employees and clients at the jobsite?	Yes
Do you have/require MSDS sheets for materials/chemicals/equipment? If yes, explain field procedure for informing craft workers about potential hazards.	Yes – Training and tool box safety meetings
Who will be your on-site safety supervisor?	Field Engineer / Territory Manager
Does your company ensure that employees are trained in the use and limitations of personal protective equipment?	Yes

OSHA INFORMATION

Name of Safety Professional: What training does person possess:	Justin Hileman, Field Safety Engineer BS, Safety & Environmental Management OSHA 30 Hour Construction Safety OSHA 40 Hour Hazwoper John Booz, EH&S Manager OSHA 30 Hour Construction Safety OSHA 40 Hour HAZWOPER				
Safety Professional's Manager:	Lee Bowers, Director, Environmental & Regulatory Affairs (StonCor) BS, Safety & Environmental Management MS, Environmental Protection Management				
Does your company maintain an OSHA 300 log of occupational injuries and illnesses?	Yes				
Has your company been cited by OSHA for any violations in the last 3 years?	Yes				
Do you provide OSHA 10 and 30 hour construction safety training to Field Supervisors?	Yes				
Does your company have rules / requirements that cover employees working alone with hazardous materials?	Yes				
OSHA No. 300 Log Info (Corporate-wide)	2010	2009	2008	2007	2006
Number of Fatalities: <i>(Column G)</i>	0	0	0	0	0
Number of Lost Work Day Cases: <i>(Column H)</i>	7	9	9	10	10
Number of Restricted Work Activity Injuries: <i>(Column I)</i>	0	4	3	5	6
Number of Medical Treatment Cases: <i>(Column J)</i>	7	3	0	4	9
Number of Lost and Restricted Workday Cases:	7	13	12	15	16
Number of Restricted Work Days: <i>(Column K)</i>	0	15	48	50	71
Number of Lost Work Days: <i>(Column L)</i>	221	152	37	158	151
Total Number of Recordable Cases:	14	16	12	19	24
Employee Hours Worked:	969,741	946,993	1,011,576	954,293	889,985
OSHA Recordable Incidence Rate:	2.9	3.38	2.37	3.9	5.4
OSHA Lost Workday Rate (DART):	1.4	2.75	2.37	3.1	3.6

The numbers listed above are numbers for the entire Stonhard company. Numbers are available upon request that are specific to the field. These number should be supplied upon a customer's request or when directed by management. Please contact a member of Stonhard's EH&S Department to request these field specific numbers.

SAFETY PROGRAM INFORMATION

Do you have a documented safety program?	Yes
Do you have documented safety procedures?	Yes
Does your Safety Program address all OSHA Standards as they apply to Contractors, for example Hazard Communication Standard and all of the requirements associated with said Standards?	Yes
For whom do you hold site safety meetings? How often?	Field Supervisors - at hire - safety manager Employees - per job - safety manager New Hires - at hire - safety manager Subcontractors - per job - safety manager Promoted personnel - at promotion Toolbox meetings - per job
Are safety & health meetings documented?	Yes
Does your company require employees to attend regularly schedules safety meetings?	Yes - site orientation and safety meetings per job
Do all new employees complete safety orientation prior to performing and work activities?	Yes
For whom do you hold toolbox safety meetings? How often?	Field Supervision - per project - weekly (1 hr.) Craft Employees - per project - weekly (1 hr.) New Hires - upon hiring
Are the safety & health meetings documented?	Yes
Do you use Subcontractors in your work performance?	Yes
Are Subcontractors included in craft "toolbox" safety meetings?	Yes
Do your Subcontractors have a written Accident Prevention / Safety Program?	Yes
Do your Subcontractors maintain a Site Specific Safety Plan covering their work?	Yes

SAFETY PROGRAM INFORMATION

Do you have a program for newly hired or promoted foreman?	Newly hired - Yes Promoted - No
Indicate how often job-site foreman's safety meetings are held?	Start of job
Are contractor's employees certified in a local area safety training program?	Yes
Do you require your subcontractors to meet the same safety standards you employ?	Yes
Does your company ensure that workers who will be called on to perform skilled craft work (such as electricians, welders, etc.) are trained to safely perform the work?	Yes
Do you have trained competent persons? Is training provided for:	Yes: Excavating no Scaffolding yes Cranes no Electrical (lockout / tagout) yes Confined Space yes First Aid yes
Do you have an orientation program for new hires? Does it include:	Yes: Head Protection yes Eye Protection yes Hearing Protection yes Respiratory Protection yes Safety belts & Lifeline yes Perimeter guarding yes Housekeeping yes Fire Protection yes First Aid facilities yes Emergency procedures yes Toxic substances/Hazard Comm yes Signs, barricades, flagging yes Electrical safety yes Scaffolding no Trenching & excavation no Rigging & crane safety no Ergonomics no
How many hours are spent on the safety portion of the orientation?	8 hours
How is safety orientation delivered?	Verbally & audio visual
Do you train on environmental subjects?	Yes
Does your company provide new workers with a safety orientation prior to being given a work assignment?	Yes
Do you have safety & health & crafts training records for your employees?	Yes
What do the training records include?	Employee identification yes Date of Training yes Name of Trainer yes Method used to verify understanding yes
How do you verify understanding of training?	Written Test Oral Test

HAZARD COMMUNICATION PROGRAM INFORMATION

Do you have a documented hazard communication program?	Yes
For whom do you require documented hazard recognition safety meetings? How often?	Field Supervisors - per job Employees - per job New Hires - upon hiring
Does your company have a program to support the contractor requirements of the OSHA Process Safety Management of Highly Hazardous Chemicals; Explosives and Blasting Agents Standard (29 CFR 1910.119(h))?	Yes
Does your company have a training program that meets the requirements of the OSHA "Hazardous Waste Operations and Emergency Response" Standard (29 CFR 1910.120)?	Yes
Does your company ensure that all employees are trained per the requirements of the OSHA HAZWOPER Standard (29 CFR 1910.120) prior to being allowed to work with hazardous chemicals?	No
Does your company ensure that employees who are required to work with hazardous materials are trained prior to beginning work in the hazards of the materials / chemicals they will be working with?	Yes
Does your company have a medical surveillance program for workers who are required to work with hazardous material?	Yes

RESPIRATORY PROGRAM INFORMATION

Does your company have a written respiratory protection program?	Yes
Does the respiratory protection program include the following?	Trained Yes Fit tested Yes Medically approved Yes
Does your company provide respiratory protection training prior to an employee being required to use respiratory protection?	Yes
Does your company have a policy that requires employees to be clean shaven if they will be required to wear a respirator?	Yes
Does your company have an inspection program to ensure that respirators are in proper working order?	Yes
Does your company require that all employees are medically certified to wear respirators prior to being assigned a job task that requires the use of a respirator?	Yes
Does your company give employees respirator fit tests?	Yes
Does your company use an air compressor to supply breathing air to respirators?	No
Does your company's respirator protection rules contain requirements that cover employees working in atmospheres that are immediately dangerous to life and health (IDLH)?	Yes

SAFETY INSPECTION INFORMATION

Do you conduct project safety (housekeeping) inspections? Who? How often?	Yes - Job Foreman - daily
Does your firm conduct job-safety field inspections of work in progress? Who? How often?	Yes - Job Foreman - daily
Are corrections of deficiencies documented?	Yes

ACCIDENT INVESTIGATION INFORMATION

Do you have an accident investigation procedure?	Yes
Does senior management participate in accident investigations?	Yes
How are accident records / summaries kept? How often recorded? How are the costs of individual accidents maintained?	Accidents totaled for entire company – yes; (annually) Accidents total by project - no Accidents sub-totaled by superintendent - no Accidents sub-totaled by foreman – yes; (quarterly)
Are accident reports / report summaries sent to the following key personnel? How often?	Regional Construction Mgr. - per incident Vice President of Construction - annually President of firm - annually Director, EH&S - per incident
What level of management in your company receives field safety reports?	Vice President - Construction Management Group
Does your firm analyze the cost of accidents?	Yes
Indicate your accident cost accounting system:	Insurance/Workman's Comp. Cost Management
Do you conduct documented post-activities investigations?	Yes
Rate factors for reducing accidents and injuries starting with the most important:	1 – Attitude 2 – Work Atmosphere 3 – Training

TOTAL # EMPLOYEES

Average # of employees:	2010: 482 2009: 465 2008: 483 2007: 442 2006: 452 2005: 413 2004: 422 2003: 413 2002: 487
# Office Personnel (Anyone located in MS, FW & div. offices - DO NOT INCLUDE COMPANY OFFICERS)	102
# Company Officers	12
# Field Personnel (Installers, laborers, finishers - do not include installation managers or foremen)	0
# Field Superintendents (Regular Field Engineers and Site Supervisors only)	25
# Field Sales Managers & District Managers	17
# Salesmen (TM, PE, C&L, A/E)	142
# Plant Personnel (FW, MS, Mfg. & Shipping)	89
# Permanent Professional employees	76
# Permanent Craft employees	0
Craft Employee annual turnover:	N/A
Journeyman to Apprentice ratio:	N/A
Field Supervision to employee ratio:	1 : 3.5
Personnel at Maple Shade only (Includes Plant Personnel)	195

SUBSTANCE ABUSE PROGRAM INFORMATION

Does your firm's substance abuse policy contain the following?	Pre-employment testing Yes Testing for cause..... Yes Random testing No Employee assistance program..... No Post accident testing Yes DOT testing Yes
Will you agree to adhere to our local site substance abuse policy for contractors?	Yes

LABOR RELATIONS

Labor Relations Manager:	Pamela Russell, Personnel & Benefits Manager
Union Affiliation:	Non-Union
Business Classification:	Foreign No Minority No Females No Nonprofit No Sheltered No Small Business..... No MBE No WBE No Labor Surplus No
Which of the following ethnic groups control 51% or more of this business?	Caucasian
Federal / State Certification:	Yes

LEGAL INFORMATION

Have you at any time failed to complete a contract?	No
Are there any judgments, claims, suits pending or outstanding against you?	No
List below all lawsuits vendor has filed due to construction contracts in last five years:	N/A
In past five years, has any officer of your organization ever been an officer of another organization when it failed to complete a construction contract?	No